

McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
Wade M. Hansard
Nevada Bar No. 8104
wade.hansard@mccormickbarstow.com
Jonathan W. Carlson
Nevada Bar No. 10536
jonathan.carlson@mccormickbarstow.com
Renee M. Maxfield
Nevada Bar No. 12814
renee.maxfield@mccormickbarstow.com
8337 West Sunset Road, Suite 350
Las Vegas, Nevada 89113
Telephone: (702) 949-1100
Facsimile: (702) 949-1101

Attorneys for Defendant GEICO CASUALTY
COMPANY and nonparty JUSTINE RUTTER

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SHEILA ANN DELMONTE-WRIGHT,

Plaintiff,

v.

GEICO CASUALTY COMPANY, a foreign
entity; DOES I-X and ROE
CORPORATIONS XI-XX,

Defendants.

Case No. 2:19-cv-00921-APG-NJK

*** STIPULATED PROTECTIVE ORDER**

*Plaintiff did not expressly agree to entry of this protective order, but she consented to its issuance by failing to oppose the motion at Docket No. 30. See Local Rule 7-2(d).

This Stipulation is entered into by and between Sheila Ann Delmonte-Wright and GEICO Casualty Company (referred to collectively as the “Parties”) by and through their attorneys of record, based on the following:

The Parties assert that certain documentation and information sought constitutes confidential, proprietary, sensitive, trade secret, financial, business, and other commercial records and information entitled to protection from disclosure;

The Parties desire to establish a mechanism to prevent the improper disclosure of such information and documentation produced;

1 The Parties desire the procedures outlined in this Order shall apply to all documents, things
2 and information subject to discovery from or disclosed by the Parties pursuant to the Nevada Rules of
3 Civil Procedure.

4 The Parties intend that this stipulation be binding upon them and enforceable as an Order of
5 the Court. The Parties seek the Court's approval and entry of the terms of this stipulation as an Order
6 of the Court.

7 IT IS HEREBY ORDERED THAT:

8 I. (1) The parties hereto recognize that some of the information, documents, and the
9 things that may be disclosed or may be discoverable under the Rules of Civil Procedure in this action
10 might allegedly include trade secret or other confidential information or proprietary business or
11 commercial information of the party from which discovery is sought ("Confidential Information"), the
12 public disclosure of which would likely be competitively harmful. To the extent the parties produce
13 documents and/or other things allegedly containing Confidential Information which the producing
14 party determines warrants protection, those documents shall be subject to this Stipulated Protective
15 Order Regarding Confidentiality.

16 (2) The parties hereto agree that limitations on the disclosure and use of
17 Confidential Information are desirable for the orderly conduct of discovery in this action, while at the
18 same time providing protection from the misuse of each party's Confidential Information.

19 (3) Each party to this action who produces or discloses any documents, things,
20 interrogatory answers, admissions, deposition transcripts, or information which the producing or
21 disclosing party ("Producing Party") reasonably believes to comprise or contain Confidential
22 Information, and which the Producing Party desires to be subject to this Protective Order, shall have
23 stamped or written upon that document or tangible thing one of the two following designations as
24 reasonably determined by the Producing Party:

25 (a) "CONFIDENTIAL", or

26 (b) "CONFIDENTIAL ATTORNEY'S EYES ONLY"

27 All documents and tangible items so marked as provided in Paragraph I(3) must be visibly
28 marked on each page or separate item by the Producing Party as "CONFIDENTIAL" or

1 “CONFIDENTIAL ATTORNEY’S EYES ONLY.” A deposition transcript may be designated
2 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” by any party or witness by
3 requesting such treatment thereof either (1) on the record, or (2) by written communication mailed
4 within thirty (30) days after receipt by the witness or his counsel of the transcript. All parties shall
5 treat a deposition transcript as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES
6 ONLY,” respectively, during said thirty (30) day period. If “CONFIDENTIAL” or “CONFIDENTIAL
7 ATTORNEY’S EYES ONLY” treatment of a transcript is requested on the record, the court reporter
8 shall be instructed to mark the face of the transcript(s) containing the designated testimony with the
9 designation “CONFIDENTIAL” and/or “CONFIDENTIAL ATTORNEY’S EYES ONLY.” Copies of
10 all exhibits designated “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY”
11 shall be separately marked accordingly. If the designated transcript portions are filed with the Court,
12 the designated portion shall at the time of filing be sealed as provided in Paragraph VIII below and
13 within the sealed envelope, identified as being “CONFIDENTIAL” or “CONFIDENTIAL
14 ATTORNEY’S EYES ONLY.”

15 II. (1) All documents and tangible things marked as CONFIDENTIAL or
16 CONFIDENTIAL ATTORNEY’S EYES ONLY shall be held by the Party receiving same (the
17 “Receiving Party”) in confidence and used solely for the purpose of this case. Counsel of record for
18 the parties may maintain a copy of the Confidential Information for document retention purposes as
19 well as their own documents that are work product or subject to attorney-client privilege. This Order
20 shall continue to apply to information designated as “CONFIDENTIAL” or “CONFIDENTIAL
21 ATTORNEY’S EYES ONLY” following the conclusion of this matter.

22 (2) All information designated “CONFIDENTIAL” or “CONFIDENTIAL
23 ATTORNEY’S EYES ONLY” disclosed or produced in the course of this litigation shall be used for
24 purposes in the action *Delmonte-Wright v. GEICO Casualty Co.*, Case No. 2:19-cv-00921-APG-NJK
25 and shall not be disclosed except in accordance with the provisions of this Order.

26 (3) All information designated “CONFIDENTIAL ATTORNEY’S EYES ONLY”
27 shall be subject to the following additional restriction: It shall be held in confidence by counsel of
28 record for the Receiving Party, experts, and consultants who execute the Undertaking attached hereto

1 as Exhibit “A” and shall not be disclosed by said counsel to their respective clients or to anyone else,
2 including (but not by way of limitation) any officers, directors, in-house counsel, general counsel,
3 managing agents and/or employees of the Receiving Party, consultants retained by same, or
4 employees of such consultants.

5 (4) All information designated “CONFIDENTIAL” shall be subject to the same
6 restrictions as set forth in Paragraph II (3) above, except that such information may be disclosed by
7 counsel of record to a named party, if that party is an individual, or to no more than three Directors,
8 Officers, or employee representatives of a party if that party is a corporation.

9 IV. It shall be the responsibility of each party to this Order to advise all persons, including
10 counsel of record and expert(s), shown or given any designated information, of this Order, and they
11 shall be bound thereby. Furthermore, (with the exception of counsel of record, attorneys within the
12 law firms of such counsel, and secretaries and paralegals of counsel of record and the court and court
13 personnel) all persons authorized herein who are shown or given any designated information shall first
14 sign an undertaking in the form attached hereto as Exhibit A.

15 V. This Order by itself shall not expand nor limit the rights of any party, during the course
16 of discovery, either (1) to demand additional information on any ground, or (2) to object or withhold
17 additional information or documentation. Nor, conversely, shall this Order limit the right of any party
18 to move the Court to compel the production of any such evidence on any ground. Subject to the
19 Producing Party seeking relief from the Court as provided in paragraph VII below, this Order shall not
20 inhibit the dissemination or use of any Confidential Information if that same information has been or
21 is obtained by the Receiving Party from sources other than, and independent from, the Producing
22 Party, under circumstances that place no restriction on the use or disclosure of the information by the
23 Receiving Party. Nothing in this Order by itself or in any Party’s compliance with its provisions shall
24 be construed to preclude a Party from seeking and obtaining Confidential Information or other
25 information by discovery request or judicial request or other judicial process in this or any other
26 action.

27 VI. In the event any Confidential Information is used in any proceeding herein, it shall not
28 lose its designated status through such use, and the parties shall take all steps reasonably required to

1 protect such confidentiality against misuse. Neither the taking of any action in accordance with the
2 provisions of this Protective Order, nor the failure to object thereto, shall be construed as a waiver of
3 any claim or defense in this action. Except as expressly provided herein, the entry of this Order shall
4 not be construed as a waiver of any right to object to the furnishing of information in response to
5 discovery and conversely, except as expressly provided herein, by itself shall not relieve any party of
6 the obligation of producing discoverable information in the course of discovery.

7 VII. Maintenance of the protected status of any Confidential Information shall in all cases
8 be subject to further order of this Court and nothing herein shall preclude any party upon reasonable
9 notice to all parties from applying to this Court for any modification of this Order or moving the Court
10 for an order changing the status of any designated information or otherwise relieving the Receiving
11 Party from the restrictions contained in this Protective Order or from applying to the Court for further
12 or additional Protective Orders. In such a motion, the party designating or seeking to restrict the use
13 or distribution of any information or discovery material shall bear the burden of persuasion. The
14 designations under Paragraph I(3) shall be made by the parties hereto reasonably and in good faith.

15 VIII. ~~(1) Any documents containing Confidential Information that are filed with the~~
16 ~~Court for any purpose shall be submitted with a request to file under seal pursuant to appropriate rules,~~
17 ~~and shall be placed in a sealed envelope or container marked on the outside with the title of the action~~

See order issued ~~ment substantially in the following form:~~
concurrently herewith

19 ~~CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER"~~

20 ~~This envelope (or container) containing the above identified papers filed by (name of party) is~~
21 ~~not to be opened nor the contents thereof displayed or revealed to anyone other than Court personnel,~~
22 ~~except by further Court Order.~~

23 (2) This Order shall not govern the use of Confidential Information at trial.

24 IX. The Parties and any other person subject to the terms of this Order agree that this Court
25 shall have and shall retain jurisdiction over it and over them during and for 6 months after this action
26 is terminated, for the purpose of enforcing this Order.

27 X. The Parties to this agreement may change its terms or effects by further mutual
28 agreement in writing, as approved by the Court.

1 **SO STIPULATED AND AGREED:**

2 DATED this ____ day of _____, 2019

3 BIGHORN LAW

4
5 By _____

Kimball J. Jones, Nevada Bar No.: 12982
Jacob G. Leavitt, Nevada. Bar No.: 12608
716 S. Jones Blvd.
Las Vegas, Nevada 89107
Tel. (702) 333-1111

Attorneys for Plaintiff

9
10 DATED this ____ day of _____, 2019

11 McCORMICK, BARSTOW, SHEPPARD,
12 WAYTE & CARRUTH LLP

13
14 By _____

Wade M. Hansard, Nevada Bar No. 8104
Jonathan W. Carlson, Nevada Bar No. 10536
Renee M. Maxfield, Nevada Bar No. 12814
8337 West Sunset Road, Suite 350
Las Vegas, Nevada 89113
Tel. (702) 949-1100

Attorneys for Defendant

GOOD CAUSE APPEARING from the stipulation of the parties, IT IS SO ORDERED.

Dated: November 13, 2019

By


United States Magistrate Judge

Attachment A
UNDERTAKING

I, _____, state that:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have received a copy of the Protective Order in this case signed by the Court on _____ in the case of *Delmonte-Wright v. GEICO Casualty Co.*, Case No. 2:19-cv-00921-APG-NJK, in the United States District Court, District of Nevada.

5. I have carefully read and understand the provisions of the Protective Order. I will comply with all of its provisions, including holding in confidence and not disclosing to anyone not qualified under the Protective Order any designated information or any words, substances, summaries, abstracts, or indices of designated information, and copies thereof, which come into my possession, and documents or things which I have prepared relating thereto, except to counsel for the party by whom I am retained.

6. I hereby consent to be subject to personal jurisdiction of the District Court, Clark County, Nevada, in respect to any proceeding relative to the enforcement of the Protective Order, including any proceedings relative to contempt of Court.

Signature

DATED this ____ day of _____, 2019

[FIRM NAME]

By _____

[ATTORNEY NAME]

Attorneys for [Party]

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